BENGALURU ELECRICITY SUPPLY COMPANY LIMITED

OFFICE OF
The Chief Engineer (Electy), C,O&M,
BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building,
Bengaluru

SECTION 4 – ITB (INSTRUCTION TO BIDDERS) for Manpower

Providing 139 numbers of temporary manpower services (11 Nos supervisor and 128 Nos Electricians) to Industrial area, Service stations in Nelamangala, Hosakote and Chandapura divisions, BESCOM for a period of one year i.e from the date of 'Contract Award' through an agency.

1.0 The Chief Engineer (Electy.,), C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru on behalf of Bengaluru Electricity Supply Company Limited, invites tender in two parts (Techno Commercial Bid and Price Bid) through **Karnataka Public Procurement portal (kppp.karnataka.gov.in) for 139 numbers 11 Nos supervisor and 128 Nos Electricians) of temporary manpower services to Industrial area, Service stations in Nelamangala, Hosakote and Chandapura divisions for a period of one year from the date of Contract Award through an agency**. Bids not covering the entire specified scope shall be treated as incomplete and rejected.

2.0 The qualifying requirements are as per section 6.

3.0 Tender documents.

The tender documents are available on **Karnataka Public Procurement portal (kppp.karnataka.gov.in)** from **27-02-2024 onwards.**

4.0 Submission of tender documents

All the Tender Documents shall be submitted through Karnataka Public Procurement Portal on or before Last date of bid submission as mentioned in Karnataka Public Procurement Portal.

The techno-commercial bids will be opened on **03-04-2024 @ 11:00 Hrs.** as mentioned in the **Karnataka Public Procurement portal (kppp.karnataka.gov.in)**. Date of opening of Price Bids will be intimated and opened in Karnataka Public Procurement portal after completion of techno commercial evaluation.

a) BESCOM reserves the right to accept/reject any/all Tenders, without assigning any reason.

b) The bids shall be valid for **180 days** from the last date of submission of bid

c) If the date of opening of tender happens to be a holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

5.0 PRICES

The Rates shall be firm and no variation is allowed.

6.0 Variation in statutory payments:

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the Agency. The CEE, BRAZ reserves the right to issue Amendments for such variations.

7.0 Contract period :

The contract period is for one year from the date of Award. CEE, BRAZ reserves the right to extend the services for further period on the same terms and conditions based on good performance of service by the agency.

8.0 Even though the bidders meet the above qualifying criteria, as per their statements

they are subject to be disqualified apart from forfeiting Bank guarantee, due to the

following reason:

- ◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◊ If not uploaded the details of payments receipts towards payment of EPF, ESI and GST.
- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agency award will be cancelled without any notice, apart from initiating legal action at any point of time.
- ◊ If the staff deployed by the agency disobey the instructions of the concerned officer.
- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The tender not submitted through Karnataka Public Procurement Portal is liable for rejection.
- ◊ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◊ If the Agency assigns or sub-lets the obligations under the agreement, the contract awarded shall automatically stand cancelled. **No sub-contract is allowed**
- ◊ In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

9.0 General Instructions:

a. BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

b. In the areas where **ESI Act is not covered, the Agency shall obtain insurance cover** for the Workmen's Compensations for such outsourced staff in lieu of ESI.

c. The said agency shall maintain relevant registers and records under the applicable enactments.

d. The agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e.24*7 during the Contract Period.

e. In the event of agreement being extended the agency shall continue to provide outsourced staff on the same terms and conditions of the agreement, as per the KTPP provisions.

f. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.

10.0 Requirement of Personnel with Qualification:-

Following are the requirement of minimum qualification and knowledge.

Sl No	Name of the Manpower	Minimum Qualification required
1.	Electrician	**1. ITI Electrician** **2. Speaking, reading and writing in Kannada is a must.** **3. Should be within the age group of 18 to 45 years.** **4. Shall be physically fit and mentally sound.**
2	Supervisor	**5. Diploma / BE Electrical and Electronics, supervisor license issued by the Electrical Inspectorate, GoK** **6. Speaking, reading and writing in Kannada is a must.** **7. Should be within the age group of 18 to 45 years.** **8. Shall be physically fit and mentally sound**

11.0 Supervision:-

Agency shall inspect from time to time and ensure satisfactory performance of the staff so provided by them.

12.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.

13.0 Mode of payment:

a) Payment will be arranged at **Concerned division office**, BESCOM.

b) Agency shall submit the bill in duplicate to Division office **within 8th** of the succeeding month along with the attendance extract prepared by agency.

c) The concerned **AEE of sub division** shall certify in the bills for the deputed no. of manpower have attended regularly and worked satisfactorily.

d) The bill shall be certified from the concerned division office AEE(Ele) duly countersigned by the Division office Executive Engineer (Ele), BESCOM.

e) 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries **before 15th of the succeeding** month.

f) Before issuing the cheque to the agency, BESCOM should ensure that the agency shall produce bank statement of Staff, as proof for having paid the **previous month salary and EPF/ESI** to the employees of the said contract order.

g) The payment shall be restricted to the number of temporary manpower service availed during that particular month as certified by the AEE of the sub-divisions in the bills. Further, payment shall be made to its employees through **Bank account only.** Any default in compliance, the agency shall be held responsible.

h) **The Accounts Officer of O&M division and AO(I/A), Division** are to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to manpower are paid as per award.

i) The agency shall pay EPF, ESI, GST of its employees directly to the respective State Government/Central Government authorities as per rules for the list of manpower furnished by the contract agency. The concerned paid challans of the preceding month OR invoice raised in GST portal of concerned manpower only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. **Remittance of such amount is wholly the responsibility of the agency.**

14.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to **the Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru city and in case of any dispute between the contract and the engaged manpower, BESCOM will not be a party and this has to be settled by the contract himself at his own cost.

15.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

16.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, and the type of **services to be provided.**

b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic/Scanned** copies in the Karnataka Public Procurement Portal only by the participating Bidders.

17.0 Part II: PRICE PROPOSALS:

The bidder shall quote the total amount per manpower per month (inclusive of GST) and it should not be less than the amount put to tender.

in Karnataka Public Procurement portal (kppp.karnataka.gov.in).

18.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of the bids.

19.0 THE BIDDING DOCUMENTS:

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	a. Section-ITB-Instructions to Bidders
	Volume II - Section-GCC-General Terms and Conditions of Contract
	Techno-commercial sheets
	a.Annexure-1-> Technical deviation b.Annexure-2-> Commercial deviation c. Annexure-3->Sheet for Techno-commercial opening d. Annexure-4-> Qualifying requirement details of bidder (QR). e. Annexure-5 -> Declaration by the bidder

20.0 UNDERSTANDING OF BID DOCUMENTS :

A prospective bidder is expected to examine all instructions, forms, terms and conditions in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

21.0 CLARIFICATIONS ON BID DOCUMENTS :

Any clarifications/ queries regarding PQR or bid documents may please be sent through email ID cebraz.work@gmail.com within the specified time.

22.0 AMENDMENT TO BIDDING DOCUMENT

22.1 At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment.

22.2 The amendment will be notified in Karnataka Public Procurement portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

22.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

22.4 Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

23.0 LANGUAGE OF BID

The bid prepared by the Bidder and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

24.0 DOCUMENTS COMPRISING THE BID

24.1 The Bidder shall complete the bid form inclusive of price schedules, technical data requirements etc. furnished in the bidding documents, indicating for the services to be rendered, a brief description of services and prices shall **upload in respective Karnataka Public procurement portal**.

24.2 The bidder shall also upload documentary evidence to establish that the bidder meets the qualification requirements as detailed above and accompanying General Conditions of Contract if any.

25.0 EARNEST MONEY DEPOSIT

25.1 The bidders shall pay an EMD in any of the e-payment modes mentioned in the **Karnataka Public Procurement portal (kppp.karnataka.gov.in)**. EMD amount shall be paid as mentioned in section 7.

25.2 The bid guarantee (EMD) shall be forfeited:

a. If a bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the bid form.

b. In case of a successful bidder, if the bidder fails to sign the contract OR fails for furnishing the agreement within the prescribed date.

c. In case of a successful bidder, if the bidder fails to furnish the security deposit.

26.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The bidder/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the Karnataka Public Procurement portal using any of the following payment modes:

Credit Card
Direct Debit
National Electronic Fund Transfer (NEFT)

- Earnest Money Deposit paid by the unsuccessful bidders will be returned as soon as possible after the tender has been finalised.
- Earnest Money Deposit of the successful bidder will be refunded after fulfilment of the security deposit Clause.
- The deposit towards EMD shall not carry any interest.
- **Permanent EMD will not be considered**.

27.0 **E-payment modes for Tender Processing Fee**.

The supplier/contract should pay the Tender Fee in the Karnataka Public Procurement portal using any of the following payment modes:

Credit Card
Direct Debit
National Electronic Fund Transfer (NEFT)

28.0 PERIOD OF VALIDITY OF BIDS

30.1 Bids shall remain valid for **180 Days** from the last date of submission. A bid valid for a shorter period will be rejected as non-responsive.

30.2 In exceptional circumstances, owner may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

29.0. FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

30.0 SUBMISSION OF BIDS

FORMAT OF BID

30.1 The bids shall be uploaded in the Karnataka Public Procurement portal, on or before the last date and time of submission of bids.

30.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

30.3 All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the **Karnataka Public Procurement portal (kppp.karnataka.gov.in)**

31.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the Karnataka Public Procurement portal on or before **28-03-2024, 17:00 hrs**

Owner may, at its discretion, extend this deadline for the submission of bids by amending the bidding document.

32.0 OPENING OF BIDS

- CEE, BRAZ will open the bids submitted through Karnataka Public procurement portal or in case any extension has been given thereto, on the extended bid opening date and time notified to all the bidders.
- Price bids of technically responsive bidders will be opened in Karnataka Public Procurement portal after completion of techno-commercial

evaluation. Separate intimation regarding date of opening of price bid will be intimated.

33.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

34 .0 PRELIMINARY EXAMINATION

- CEE, BRAZ will examine the bids to determine whether they are complete, whether any computational errors have been made, whether all the necessary documents have been properly uploaded and whether the bids are generally in order.
- CEE, BRAZ may waive any minor informality or non-conformity or irregularity in a bid which does not constitute deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

35.0 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive bid is one, which confirm basically to all the terms and conditions of the Bidding Documents.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Qualifying Requirements.
b) Acceptance for payment terms & confirming to all terms and other commercial conditions.
c) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

36.0 COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT Park, KSSIDC Building, Bengaluru will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of

total cost for the services, which shall include the GST and also any discounts offered by the Bidder.

The evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, **the lowest bid will be selected for the award of the Contract.**

37.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contacts as may be necessary. bidders will not be permitted to change the substance of the bids after the bids have been opened.

38.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically responsive.

39.0 ISSUE OF CONTRACT AWARD:

AWARD CRITERIA

The Chief Engineer, BRAZ will place the LOI and contract award on the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

40.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for owner's action.

41.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

42.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful bidder by registered post that its bid has been accepted.

43.0 Contract Award

Contract award will be issued by the Chief Engineer (Elec), BRAZ, BESCOM. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the contract award and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the LOI and contract award if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

44.0 PENALTY:

a. A penalty at the rate of **½% per week subject to a maximum of 10% of the remuneration** payable for shortage of manpower will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of manpower in the bill.

b. If the agency fails to make payment to the deployed staff within 8th of the succeeding month, penalty will be levied at the rate of **Rs. 1000/- per**

manpower per day up to 15th and still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

c. The payment shall be calculated as per the actual no. of days attended by the each manpower and no. of days absent in a month.

45.0 Termination of Contract:

The contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the security deposit paid by the bidder will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&EPF amount of its employees to the concerned authority.
e. If the agency fails to make payment to manpower within the time specified above under clause 11.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of services provided.

For any enquiries/held with respect to the tender floated in the Karnataka Public Procurement portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-68948777, 080 46010000 Or E-mail: support@eprochelpdesk.com

Chief Engineer (Electy.,)
C,O&M, BRAZ , BESCOM.